

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Locally Funded Agreement between The State of Florida
Department of Transportation and Seminole County for Construction of the
Cross Seminole Trail Crossing of State Road 426 on the Oviedo Marketplace
Extension to Aulin Avenue

DEPARTMENT: Public Works **DIVISION:** Engineering / Special Projects

AUTHORIZED BY: *W. Gary Johnson* **CONTACT:** Frank M. Van Pelt, III **EXT.** 5703
W. Gary Johnson *Frank M. Van Pelt, III*
W. Gary Johnson, P.E., Director Jerry McCollum, P.E., County Engineer

Agenda Date 04/27/04 Regular Consent Work Session Briefing
Public Hearing – 1:30 Public Hearing – 7:00

MOTION/RECOMMENDATION:

Adopt Resolution authorizing the Chairman to execute the Locally Funded Agreement between The State of Florida Department of Transportation and Seminole County for Construction of the Cross Seminole Trail Crossing of State Road 426 on the Oviedo Marketplace Extension to Aulin Avenue.

District 2 – Commissioner Morris (Frank M. Van Pelt, III)

BACKGROUND:

The Cross Seminole Trail Corridor is identified in the current Seminole County Trails and Greenways Masterplan as a showcase trail and is funded in the November 2000 Natural Lands and Trails Referendum. The segment of the Cross Seminole Trail addressed in this agreement is located at the intersection of Oviedo Marketplace Boulevard and State Road 426 (Aloma Avenue). The project work includes the design, right-of-way acquisition and construction necessary to build a fully signalized at-grade trail crossing of State Road 426.

Reviewed by:
Co Atty: *[Signature]*
DFS: _____
Other: _____
DCM: *[Signature]*
CM: *[Signature]*
File No. CPWE01

The crossing will be constructed as part of the Florida Department of Transportation's (FDOT) project to extend Oviedo Marketplace Boulevard across State Road 426. The extension will connect to the existing Aulin Avenue/Cross Seminole Trail Corridor on the east side of State Road 426. The work will be performed by FDOT with funding provided equally from Seminole County, the City of Oviedo and FDOT in the sum of \$131,050 each as authorized by this agreement. This project has been coordinated extensively with the State and City and is funded within the County project's budget. Construction of the Cross Seminole Trail crossing will be included with the widening of State Road 426 tentatively scheduled for construction to start in Fiscal Year 2006/2007. A temporary at-grade, non-signalized, mid-block crossing will be provided as part of the County's Cross Seminole Trail project scheduled for construction completion in Fiscal Year 2004/2005.

Attachments: Resolution
Agreement

THE FOLLOWING RESOLUTION WAS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, AT ITS REGULARLY SCHEDULED MEETING OF _____, 2004.

PROJECT INFORMATION

FM No.	FISCAL YEAR	STATE ROAD NO.	COUNTY	FLAIR APPROP
404525-1-52-01	2006/2007	426	SEMINOLE	088717

WHEREAS, the State of Florida Department of Transportation ("FDOT") is an agency of the State of Florida with the responsibility and authority to plan, construct and maintain the State Highway System, including State Road 426 in Seminole County; and

WHEREAS, State Road 426 is a critical transportation improvement, and the Cross Seminole Trail in this corridor works with State Road 426 to provide viable bicycle, pedestrian, or equestrian recreation and transportation alternatives in accordance with the public policy of the State of Florida and Seminole County; and

WHEREAS, the Oviedo Marketplace Extension from State Road 426 to Aulin Avenue is to be constructed as part of FDOT's State Road 426 project and is designed to include a 12-foot wide sidewalk (the "Trail Connection") to accommodate Seminole County's Cross Seminole Trail; and

WHEREAS, Seminole County has the responsibility and authority to plan, construct and maintain the Cross Seminole Trail in accordance with the constitutional home rule powers of Seminole County, *Chapters 125 and 260, Florida Statutes*, and other applicable law; and

WHEREAS, it would be most practical and economical for Seminole County to make a contribution to FDOT to be used for Seminole County's share of the FDOT project expenses in constructing said Trail Connection; and

WHEREAS, FDOT and Seminole County have agreed that One Hundred Thirty-One Thousand Fifty and No/100 Dollars (\$131,050.00) is an accurate estimate of Seminole County's share of the expected cost of the Trail Connection; and

WHEREAS, Seminole County staff has negotiated a Locally Funded Agreement with FDOT that sets forth the remaining terms of the parties' cooperation in funding Seminole County's part of FDOT's project; and

WHEREAS, FDOT and Seminole County have agreed that after FDOT completes its road project it will convey the Trail Connection to Seminole County, as set forth in the Locally Funded Agreement, to be incorporated into the Cross Seminole Trail in accordance with *Sections 260.012(5) and 260.015, Florida Statutes*; and

WHEREAS, the Board of County Commissioners of Seminole County desires to utilize the provisions of Florida law to the fullest extent possible in order to accomplish the construction of the extension to the Cross Seminole Trail; and

WHEREAS, the Board of County Commissioners of Seminole County hereby determines that the actions taken herein are consistent with the goals, policies and objectives of the Seminole County Comprehensive Plan,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, THAT:

Section 1. It is necessary, serves a County and public purpose, and is in the best interests of the citizens of Seminole County to enter into the Locally Funded Agreement with FDOT for this connection of the Cross Seminole Trail along State Road

426 as part of the Oviedo Marketplace Extension from State Road 426 to Aulin Avenue in order to enhance recreational opportunities and a safe alternative transportation connection among schools, Natural Lands, parks and neighborhoods served by the Cross Seminole Trail. The above recitals are adopted as findings in this Resolution.

Section 2. Construction and acquisition of the Trail Connection within the Oviedo Marketplace Extension from State Road 426 to Aulin Avenue for the Cross Seminole Trail is hereby found to be necessary, in the public interest of the citizens of Seminole County, and for a public purpose.

Section 3. The Chairman of the Board of County Commissioners of Seminole County, Florida, is hereby authorized and directed to execute, in one or more counterparts, and deliver to the Florida Department of Transportation, District V, the Locally Funded Agreement accompanying this Resolution, identified by Financial Management No. 404525-1-52-01, for the payment of One Hundred Thirty-One Thousand Fifty and No/100 Dollars (\$131,050.00) by Seminole County to FDOT in accordance with its terms.

Section 4. A certified copy of this Resolution shall be forwarded to FDOT together with the executed Locally Funded Agreement.

ADOPTED this ____ day of _____, 2004.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
DARYL G. McLAIN, Chairman

Date: _____

Financial Management No: 404525-1-52-01	Fund: LF Function: 200 Federal No.: Catalog of Federal Domestic Assistance No.: NA	FLAIR Approp: 088717 FLAIR Obj.: 790092 Org. Code: 55054010508 Vendor No.: F596000856059
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**LOCALLY FUNDED AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
SEMINOLE COUNTY**

This Agreement, made and entered into this _____ day of _____, 2004 by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the DEPARTMENT) and SEMINOLE COUNTY, a political subdivision of the State of Florida (hereinafter referred to as the LOCAL GOVERNMENT), and is based on the following premises:

WITNESSETH:

WHEREAS, the Parties have been granted specific legislative authority to enter into this agreement pursuant to Section 339.12, Florida Statutes; and

WHEREAS, the DEPARTMENT is prepared, in accordance with its Adopted Work Program, to undertake the project described as: the construction for the Oviedo Marketplace Extension from State Road 426 to Aulin Avenue and a 12' Wide Sidewalk to Accommodate Seminole County's Cross Seminole Trail, as part of the State Road 426 widening project from Mitchell Hammock Road to Pine Avenue, in Fiscal Year 2006/2007, said project being known as Financial Management Number 404525-1-52-01, Lump Sum Amount of **\$131,050.00 (One Hundred Thirty One Thousand Fifty Dollars and No/100)** hereinafter referred to as the "PROJECT"; and

WHEREAS, the PROJECT is on the State Highway System, is not revenue producing and is contained in the adopted Five Year Transportation Plan; and

WHEREAS, the implementation of the PROJECT is in the interests of both the DEPARTMENT and the LOCAL GOVERNMENT and it would be most practical, expeditious, and economical for the LOCAL GOVERNMENT to make a contribution to the DEPARTMENT to be used for the PROJECT as described in Exhibit A;

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the joint participation of this Agreement, the parties agree as follows:

1. The DEPARTMENT shall cause the PROJECT described in Exhibit "A" to be incorporated into the DEPARTMENT'S plans for the widening of State Road 426 project from Mitchell Hammock Road to Pine Street and to be constructed as a part of said PROJECT. The parties hereto acknowledge that there may be changes to the conceptual plans of the PROJECT.

2. The DEPARTMENT shall perform necessary preliminary engineering, prepare any and all design plans, acquire permits and provide mitigation, acquire all necessary right-of-way voluntarily through negotiations with property owner(s), perform the construction, provide all necessary engineering supervision, and otherwise perform all other necessary work, all as may be applicable for the PROJECT as previously defined. In the event the DEPARTMENT is not successful in acquiring the property through negotiation, the DEPARTMENT shall not be under any obligation to acquire the property by condemnation. The PROJECT as previously defined may or may not include some or all of the foregoing activities. Nothing herein shall be construed as requiring the DEPARTMENT to perform any activity which is outside the scope of the PROJECT as previously defined. Except as specifically stated otherwise in this Agreement, all such activities shall be performed by such entities, at such times, in such manner, under such conditions, and pursuant to such standards as the DEPARTMENT, in its sole discretion, deems appropriate. The LOCAL GOVERNMENT shall not have any jurisdiction or control over the DEPARTMENT'S activities, except as specifically stated in this Agreement. The LOCAL GOVERNMENT shall be entitled to be advised of the progress of the PROJECT at reasonable intervals upon request of the LOCAL GOVERNMENT.

3. The terms of this Agreement shall begin upon the date of signature of the last party to sign and shall remain in full force and effect through completion of all services required of the LOCAL GOVERNMENT and the DEPARTMENT. The DEPARTMENT may, at any time and at any stage, amend or terminate the PROJECT in whole or in part if the DEPARTMENT determines that such action is in the best interests of the public.

4. Contribution by the LOCAL GOVERNMENT of the funds for the construction phase of the PROJECT shall be made as follows:

(A) The LOCAL GOVERNMENT agrees that it will, at least sixty (60) calendar days prior to the DEPARTMENT'S advertising the PROJECT for bids for construction, furnish the DEPARTMENT an advance deposit in the amount of **\$131,050.00 (One Hundred Thirty One Thousand Fifty Dollars and No/100)** for full payment of the estimated project

cost for Locally Funded project FM#404525-1-52-01. The LOCAL GOVERNMENT understands the request and approval of additional time to provide Local Funds to the DEPARTMENT, could delay the project, and additional costs may be incurred due to delay of the project. The DEPARTMENT may utilize this deposit for payment of costs for any phase of the PROJECT.

(B) Both parties further agree that in the event the PROJECT is not constructed or the Agreement is terminated prior to commencement of construction of the PROJECT, the funds provided by the LOCAL GOVERNMENT for construction of the PROJECT will be returned to the LOCAL GOVERNMENT.

(C) If the actual cost of the PROJECT is less than the funds provided the excess will be applied to other phases on the project.

(D) The payment of funds under this Locally Funded Agreement will be made directly to the DEPARTMENT for deposit.

(E) The DEPARTMENT and the LOCAL GOVERNMENT agree that the payment shall be an asset of the DEPARTMENT and that it constitutes a full and final payment for the cost of the work, without any requirement for a subsequent accounting for the use of the payment.

(F) Upon completion of the PROJECT known as FM#404525-1-52-01, the construction for the Oviedo Marketplace Extension from State Road 426 to Aulin Avenue and a 12' Wide Sidewalk to Accommodate Seminole County's Cross Seminole Trail, the DEPARTMENT shall convey the Project in fee title to the LOCAL GOVERNMENT by way of Public Purpose Quit Claim Deed. The LOCAL GOVERNMENT shall be responsible for the perpetual maintenance of the PROJECT.

5. All tracings, plans, specifications, maps, models, reports, or other work product prepared or obtained under this Agreement shall be considered works made for hire for the DEPARTMENT and shall at all times be and remain the property of the DEPARTMENT without restriction or limitation on their use. The LOCAL GOVERNMENT may, however, inspect those materials upon providing reasonable advance notice to the DEPARTMENT.

6. In the event this Agreement is in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) or has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), Florida Statutes, are hereby incorporated as follows:

“The DEPARTMENT during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contacts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one year.”

7. The State of Florida’s performance and obligation to pay under this contract is contingent upon an annual appropriation by the legislature. The parties agree that in the event funds are not appropriated to the DEPARTMENT for the PROJECT, this Agreement may be terminated, which shall be effective upon either party giving notice to the other to that effect.

8. The DEPARTMENT may unilaterally cancel this Agreement for refusal by the LOCAL GOVERNMENT to allow public access to all documents, papers, letters, or other material subject to the provisions of chapter 119 and made or received by the LOCAL GOVERNMENT in conjunction with this Agreement.

9. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

10. This Agreement shall be governed by the interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement.

11. All notices required pursuant to the terms hereof shall be sent by first class United States Mail. Unless prior written notification of an alternate address for notices is sent, all notices shall be sent to the following addresses:

Seminole County

Frank VanPelt, III, CPM
Public Works Engineering Division
520 W. Lake Mary Boulevard, Suite 200
Sanford, Florida 32773

Florida Department of Transportation

Shirley Matthews
JPA Coordinator/MS 4-522
719 South Woodland Boulevard
DeLand, Florida 32720-6834

12. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement this _____ day of _____, 2004 and the DEPARTMENT has executed this Agreement this ___ day of _____, 2004.

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA**

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____
Name: DARYL G. McLAIN
Title: Chairman

By: _____
Name: NORANNE B. DOWNS
Title: Director of Production

Date: _____

Date: _____

As authorized for execution by the
Board of County Commissioners
at its _____, 2004, regular meeting.

Attest:

Attest:

MARYANNE MORSE
Clerk of the Board of County Commissioners of
Seminole County, Florida

Executive Secretary

For the use and reliance of Seminole County only.
Approved as to form and legal sufficiency:

Legal Review:



County Attorney

EXHIBIT "A"

Financial Management Number: 404525-1-52-01

SCOPE OF WORK

The scope of work is to include the completion of the construction for the Oviedo Marketplace Extension with a 12' wide sidewalk to accommodate Seminole County's Cross Seminole Trail from State Road 426 to Aulin, as part of the State Road 426 Widening project, from Mitchell Hammock Road to Pine Street. Work to include, but not be limited to roadway construction, sidewalk/trail construction, drainage, maintenance of traffic, erosion control, clearing and grubbing, signing and pavement markings, rebuilding signalized intersections, permitting, mitigation, and coordination of utility relocation.

Cost Estimate Breakdown

The Construction for the Oviedo Marketplace Extension from SR 426 to Aulin Avenue

Cost Estimate: \$246,526 ÷ 3 ways

Seminole County \$82,175

Sidewalk Widening

Sidewalk:	\$ 2,138
Aluminum Handrails	\$10,933
Gravity Wall	<u>\$35,804</u>

TOTAL \$48,875

TOTAL SEMINOLE COUNTY PARTICIPATION \$131,050